Case 1:14-cv-09525-KPF Document 2 Filed 12/01/14 Page 1 of 24 JUDGE FAILLA

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

BRUCE SCHWARTZ,	-x DECEIVED
individually and on behalf of all others similarly situated,	DEC 0 1 2014
Plaintiff,	U.S.D.C. S.D. N.Y. CASHIERS
· against ·) CLASS ACTION
HSBC BANK USA, N.A.,	JURY DEMANDED
Defendant.) x

COMPLAINT

- This action seeks redress for the illegal practices of Defendant HSBC 1. Bank USA, N.A. (the "Bank"), for improperly charging customers of its HSBC credit card accounts ("HSBC Card") late fees and interest charges, and for providing inaccurate disclosure documents that violated the Truth in Lending Act ("TILA").
- 2. As alleged in greater detail below, the Bank (i) unlawfully failed to credit mailed payments on the business day that it received them; (ii) unlawfully charged a late fee for a mailed payment, or otherwise unlawfully treated a mailed payment as late, when that payment was received the day after a stated due date, and that stated due date fell out on a day on which the Bank did not accept or receive mailed payments; and (iii) failed to furnish periodic statement disclosures

with accurate information on transactions and balances subject to interest charges in the manner mandated by the statute and its implementing regulations.

- 3. TILA's purpose is to assure meaningful disclosure of credit terms in order to (i) allow consumers to compare more readily the various credit terms available; (ii) enable consumers to avoid the uninformed use of credit; and (iii) protect consumers against inaccurate and unfair billing practices. 15 U.S.C. § 1601(a). The Bank's conduct violates the express provisions of the TILA and the applicable Regulations.
- 4. Under the private enforcement provisions of TILA, plaintiff and the proposed class seek the recovery of statutory damages of up to \$1,000,000 with respect to each of the Bank's failures to comply, plus actual damages.

Jurisdiction and Venue

- 5. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1337, as well as under 15 U.S.C. § 1640(e), because this action arises under TILA, 15 U.S.C. § 1601 et seq.
- 6. Venue is proper in this district because the Bank transacts business in this district and the interests of justice require maintenance of this action in this district.

Parties

7. Plaintiff Bruce Schwartz resides in Queens County, New York.

- 8. Schwartz is a "consumer," as that term is defined by § 1602(h) of TILA, because this complaint arises from the Bank's offer and extension of credit to Schwartz, a credit card holder, for personal, family or household purposes.
- 9. Upon information and belief, the Bank is a corporation doing business in the State of New York and throughout the United States, with principal operations in New York, New York.
- 10. The Bank is a "creditor," as that term is defined by § 1602(f) of TILA and Regulation Z ("Regulation Z"), 12 C.F.R. § 226.2(a)(17) and 12 C.F.R. §1026.2(a)(17), because at all relevant times, the Bank, in the ordinary course of its business, regularly *i.e.*, more than 25 times a year extended or offered to extend consumer credit for which a finance charge is or may be imposed, which is payable in more than four installments.

Factual Allegations

- 11. Schwartz is the holder of an HSBC Card account issued by the Bank and used for household purposes.
- 12. The Bank furnished Schwartz a periodic billing statement in the days after his billing cycle closed on December 3, 2013 (the "December 2013 Statement"). Exhibit A.
- 13. The December 2013 Statement listed two transactions: a payment of \$100.00 credited on December 3 and a late fee of \$25.00 debited on November 28.
- 14. The December 2013 Statement disclosed a Balance Subject to Interest Charge of \$643.55 and a New Balance of \$570.45.

15. The December 2013 Statement, like <u>Exhibit B</u>, sent in the preceding month, included the Bank's payment instructions on the back ("Payment Instructions"):

Payments should be mailed with a single coupon to the payment address shown on the front of this billing statement. Payments must be made by a single check or money order payable in U.S. dollars and drawn on a U.S. Institution. ... Payments received on any day at the payment address shown on the front by 5:00 p.m. Central Time, will be credited to your Account as of the date of receipt. ... Payments received after the times indicated will be credited the next day. Crediting payments to your Account may be delayed up to five days if the payment is not made as described above, or, is not mailed to and received at the address provided for remittance; is not accompanied by the payment coupon; is received in an envelope other than the envelope provided for remittance; is stapled, folded, or paper clipped; or includes multiple payment coupons or checks.

16. Schwartz mailed a payment to meet the month's minimum payment requirement in the days before November 28, 2013, enclosing a check for \$100.00 drawn on a United States financial institution, denominated in U.S. dollars, with a payment coupon and envelope provided by the Bank, conforming to the requirements in the Payment Instructions, which the Bank received at its P.O. Box in Carol Stream, Illinois on November 29, 2013, at 8:40 a.m., as shown by the attached Exhibit C.

- 17. The Bank charged a late fee on November 28, 2013 and credited a \$100.00 payment on December 3, 2013 during the billing cycle ending December 3, 2013.
- 18. Upon information and belief, the Bank was not accepting mailed payments on November 28, 2013, as it was Thanksgiving Day.
- 19. All "Interest Charge Class" members (Class A), as defined herein, mailed a payment in a fashion that conformed to the Bank's reasonable requirements, or was in accordance with the Bank's standard business practices for acceptance of mailed payments, or was otherwise not designated as nonconforming by Defendant, yet was not credited as received on the date of payment and were consequently charged additional periodic interest charges, even though it was received by the specified cut-off time.
- 20. All "Late Fee Class" members (Class B), as defined herein, were charged a late fee or otherwise treated by the Bank as having made a late payment, when the stated due date fell on a day that the Bank was not accepting payments by mail, and the Bank received their payment due, by mail, which was in a fashion conforming to the Bank's reasonable requirements, or in accordance with the Bank's standard business practices for acceptance of mailed payments, or otherwise not designated as nonconforming by Defendant, and in time to be credited on the first day following the stated due date that it was open to accepting payments by mail.

Class Allegations

- 21. Schwartz brings this action individually and on behalf of all persons similarly situated.
- 22. The Interest Charge Class (Class A) consists of all persons who mailed payments that reached Defendant by the stated mailed payment cut-off hour for the Bank's business day on or after November 29, 2008 (i) that either conformed to the Bank's specifications or which the Bank did not designate as nonconforming; (ii) which Defendant did not credit as having been received on the day of receipt; and (iii) which resulted in the assessment and payment of additional periodic interest charges.
- the Bank's records, (i) on or after August 22, 2009, had a minimum payment due on a day that the Bank was not open to accepting mailed payments, including but not limited to a Sunday or legal holiday; (ii) mailed payment, conforming to the Bank's reasonable stated requirements or its standard business practices for accepting mailed payments, sufficient to satisfy that minimum payment requirement which the Bank received in time to be credited on the first day subsequent to the due date that the Bank was open to accepting mailed payments; and (iii) were charged and subsequently paid a late fee, or were charged and/or subsequently paid any other additional interest charges or fees, because of the Bank's treatment of that payment as late.

- 24. Specifically excluded from these classes are the Bank, any entity in which the Bank has a controlling interest, and the officers, directors, affiliates, legal representatives, heirs, successors, subsidiaries or assigns of any such individual or entity.
- 25. The members of each class for whose benefit this action is brought is so numerous that joinder of all Class members is not practicable. In light of the tens of thousands of credit cards issued by the Bank every year, the number of class members in each class is believed to be in excess of 1,000 persons.
- 26. Schwartz's claims are typical of, if not identical to, all members of each class and Schwartz does not have any interest that is adverse or antagonistic to the interests of each class. If the conduct of the Bank violates TILA and the customer agreement as applied to Schwartz, then it violates TILA and the customer agreement with respect to each class.
- 27. Schwartz will fairly and adequately protect the interests of each class as he is committed to the vigorous prosecution of this action and, to that end, has retained competent counsel experienced in complex litigation of this nature.
- 28. Each class is proper for certification under Rule 23(b)(2) of the Federal Rules of Civil Procedure. The Defendant's actions complained of herein are generally applicable to all class members, thereby making final injunctive relief appropriate with respect to each class as a whole.
- 29. Each class is also proper for certification under Federal Rule of Civil Procedure 23(b)(3). A class action is superior to other available methods for the fair

and efficient adjudication of the claims asserted herein. Because damages suffered by individual class members may be relatively small, the expense and burden of individual litigation make it impracticable for the class to seek redress individually for the wrongs they have suffered. Members of each class do not have a particular interest in individually controlling the prosecution of separate actions.

- of each class and which predominate over questions affecting only individual members. Common questions of law and fact include, but are not limited to, whether the Bank has a standardized procedure by which it makes a disclosure of a credit customer's transactions and balances, and, when an error occurs, issues a corrective disclosure; and whether the Bank has a standardized procedure by which it credits mailed payments, in ways that are compliant with TILA and Regulation Z..
- 31. Upon information and belief, each class consists of thousands of customers.
- 32. Thus, a class action is an appropriate and superior method for the fair and efficient adjudication of the present controversy given the following factors:
 - a) Common questions of law and/or fact predominate over any individual questions which may arise and, accordingly, there would accrue enormous savings to both the Court and the Class in litigating the common issues on a class-wide instead of a repetitive individual basis; and
 - b) The aggregate volume of the individual class members' claims, coupled with the economies of scale inherent in litigating similar claims on a common basis, will enable this case to be litigated as a class action on a

- cost-effective basis, especially when compared with repetitive individual litigation.
- 33. Class certification is also fair and efficient because prosecution of separate actions by individual class members would create a risk of differing adjudications with respect to such individual members of each class, which as a practical matter may be dispositive of the interests of other members not parties to the adjudication, or substantially impede their ability to protect their interests.

 Moreover, since the actual monetary damages suffered by, or statutory damages available to, individual class members may be relatively small, although significant in the aggregate, the expenses and burdens of individual litigation make it impossible or effectively impossible for the members of each class to seek individual redress for the TILA violations committed by Defendant.
- 34. Plaintiff anticipates that there will be no difficulty in the management of this litigation. The records of the individuals encompassed within each class are in Defendant's possession.

Count I

Violations of the Truth in Lending Act

- 35. Plaintiff repeats and re-alleges each and every allegation contained in the foregoing paragraphs with the same force and effect as though fully set forth herein.
- 36. Congress originally authorized the Federal Reserve Board ("FRB" or "Board") to promulgate regulations granting it broad authority to effectuate the

purposes of TILA; that authority is now delegated to the Bureau of Consumer Financial Protection ("Bureau"). 15 U.S.C. § 1604(a)(2008); 15 U.S.C. § 1604(a).

- 37. The set of regulations that the FRB promulgated to implement TILA is known as Regulation Z. 12 C.F.R. §226.1 et seq.
- 38. To reflect its assumption of TILA rulemaking authority as of July 21, 2011, the Bureau issued an interim final rule republishing Regulation Z with only minor changes that did not impose any new substantive obligations on creditors. 76 FR 79768 (Dec. 22, 2011); 12 C.F.R. §1026.1 et seq.
- 39. TILA requires a creditor to disclose to a customer who is furnished a periodic billing statement "[w]here one or more periodic rates may be used to compute the finance charge, each such rate, [and] the range of balances to which it is applicable . . . " 15 U.S.C. § 1637(b)(5).
- 40. Accordingly, the Bureau generally prescribed as did its predecessor, the Board that creditors disclose to each customer who is furnished a billing statement "each periodic rate that may be used to compute the interest charge expressed as an annual percentage rate and using the term *Annual Percentage Rate*, along with the range of balances to which it is applicable. . . . [and f]or variable-rate plans, the fact that the annual percentage rate may vary." 12 C.F.R. §1026.7(b)(4)(i), 12 C.F.R. §226.7(b)(4)(i).
- 41. Additionally, the Bureau and its predecessor, the Board, implemented TILA's requirement that payments received by 5:00 p.m. be credited that day. 15 U.S.C. §1666c(a); 12. C.F.R. §1026.10(b), 12 C.F.R. §226.10(b).

- 42. TILA also requires that "[i]f the payment due date for a credit card account under an open end consumer credit plan is a day on which the creditor does not receive or accept payments by mail (including weekends and holidays), the creditor may not treat a payment received on the next business day as late for any purpose." 15 U.S.C. §1637(o).
- 43. The Bureau and its predecessor, the Board, adopted regulations implementing this provision for the crediting of mailed payments when the stated due date is a day on which the creditor does not receive or accept payments. 12 C.F.R. §1026.10(d), 12 C.F.R. §226.10(d).
- 44. The Bank, upon information and belief, did not receive or accept payments by mail on the due date of Thursday, November 28, 2013, so its imposition of a late fee despite receipt of the minimum payment conforming to its requirements or standard business practices on November 29, 2013 was a violation of TILA. 15 U.S.C. §1637(o)(2).
- 45. The December 2013 Statement detailed a payment transaction made on December 3, 2013 that was never corrected by a subsequent written disclosure.
- 46. The December 2013 Statement detailed a late fee transaction on November 28, 2013 that was never corrected by a subsequent written disclosure.
- 47. The December 2013 Statement detailed a Balance Subject to Interest Rate that never corrected by a subsequent written disclosure.

- 48. Further, the Bank's erroneous treatment of such a payment as a late payment, without notifying the credit customer within 60 days that such treatment was in error, violated TILA. 15 U.S.C. §§ 1637(o)(2), 1640(b).
- 49. With respect to each of the Bank's violations of TILA, as alleged above, Plaintiff and the Class are entitled to recover up to \$1,000,000 in statutory damages, together with costs and reasonable attorney fees, and any actual damages resulting from unlawful treatment of payments as late. 15 U.S.C. § 1640(a)(2).

COUNT II

Breach of Contract

- 50. Plaintiff repeats and re-alleges each and every allegation contained in the foregoing paragraphs with the same force and effect as though fully set forth herein.
- 51. Upon information and belief, the account agreement calls for the Bank to abide by the provisions of federal law and to credit the same day all payments received by 6:00 pm local time.
- 52. Because the Bank did not follow federal law when it treated certain payments as late, the Bank breached its contract with Plaintiff and the Class.

WHEREFORE, Plaintiff Bruce Schwartz prays on his behalf and on behalf of each Class that judgment be entered against Defendant as follows:

- (1) An order certifying each proposed Class under Federal Rule of Civil Procedure 23(b)(2) and, additionally or in the alternative, an order certifying the Class under Federal Rule of Civil Procedure 23(b)(3);
- (3) A declaration that the Bank's systematic and standard policy of processing mailed payments unlawfully, by either not crediting them promptly on the date of receipt or by treating those arriving the day after a due date as late, when the due date had fallen on a day on which the Bank did not receive or accept mailed payments, violate the Truth in Lending Act;
- (4) An injunction permanently prohibiting the Bank from engaging in the conduct described;
 - (5) Maximum statutory damages as provided under 15 U.S.C. § 1640(a)(2);
- (6) Actual damages and restitution resulting from the Bank's unlawful late crediting of payments and unlawful categorization of payments as late, including any late fee amounts, interest charges, enhanced late fee amounts, and any additional interest charges owing to the imposition of a penalty rate, wrongfully collected by the Bank;
 - (7) Attorney fees, litigation expenses, and costs; and
- (8) Such other and further relief as to this Court may seem just and proper.

Jury Demand

Plaintiff respectfully requests a trial by jury.

Dated: New York, New York

December 1, 2014

Respectfully Submitted,

By:

Brian L. Bromberg

One of Plaintiff's Attorneys

Attorneys for Plaintiff

Brian L. Bromberg Jonathan R. Miller Bromberg Law Office, P.C. 26 Broadway, 21st Floor New York, NY 10004 (212) 248-7906

Harley J. Schnall Law Office of Harley J. Schnall 711 West End Avenue New York, NY 10025 (212) 678-6546

A rididxA

Page I of 2

Platinum MasterCard Account Statement Account Number From November 4, 2013 to December 3, 2013

Summary of Account Activi	ty	
Previous Balance	\$63	8.58
Payments	\$10	0.00
Other Credits	\$	0,00
Purchases/Debits	+ \$	0.00
Checks	+ \$	0,00
Balance Transfers	+ \$	0.00
Cash Advances	+ \$	0,00
Past Due Amount	\$	0.00
Fees Charged	+ \$2	5.00
Interest Charged	+ \$	6.87
New Balance	\$57	0.45
Credit Limit	\$15,00	0.00
Credit Available	\$14,42	9,00
Statement Closing Date	December 3, 2	:013
Days in Billing Cycle		30

New Balance		\$570.45
Minimum Payment Due		\$38.00
Payment Due Date		December 28, 2013
Late Payment Warning: If w		
listed above, you may have to		
Mininum Payment Warning period, you will pay more in in balance. For example:	:If you make only the mi	inimum payment each
Minimum Payment Warning period, you will pay more in in	:If you make only the mi	inimum payment each

Questions?

Customer Service / Lost or Stolen Card 1-888-385-8916 Outside USA Collect 1-716-841-7212 TDD/Hearing Impaired 1-800-898-5999 Payment Address: HSBC Bank USA, N.A., PO Box 4657, Carol Stream, IL

Billing Inquirles: HSBC Bank USA, N.A., PO Box 9, Buffalo, NY 14240

Manage your account online at www.us.hsbc.com

Important Information

New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Dept of Financial Services: 1-877-226-5697 OR http://www.dfs.ny.gov/consumer/creditdebt.htm

As a reminder, you may pay your credit card bill online or through our automated phone system for no fee.

Transaction	IS	Payments/Ret	urns/Credits	
Trans Date	Post Date	Description	Reference Number	Amount
12/03/13	12/03/13	PAYMENT - THANK YOU	8521531AHEHMQ6KFP	-\$100.00
		TOTAL PAYMENTS FOR THIS PERIOD		-\$100.00
	11118	Fe	es la	STATE OF BUILDING
Trans Date	Post Date	Description	Reference Number	Amount
11/28/13	11/28/13	LATE FEE		\$25,00
		TOTAL FEES FOR THIS PERIOD		\$25.00
N 3848		Interest	Charged	A STATE STATE OF THE STATE OF T
Trans Date	Post Date	Description	Reference Number	Amount
12/03/13	12/03/13	Interest Charge on Purchases		\$6.87
12/03/13	12/03/13	Interest Charge on Cash Advances		\$0.00
		TOTAL INTEREST FOR THIS PERIOD		\$6.87
		2013 Totals Y	ear to Date	
		Total Fees Charged in 2013	\$25.00	
		Total Interest Charged in 2013	\$22.22	

Interest Charge Calculation				Sen Ersen	7 (VIII) 10 m	Last and the
Your Annual Percentage Rate (APR) is	the annual interest rate on your acco	ount.				
Type of Balance	Annual Percentage	Rate (APR)	Balance	Subject to Interest	Rate	Interest Charge
CASH ADVANCES	21,99%	(v)		\$0,00		\$0.00

3 2 131293 0 PAGE | of 2 1 0 1030 2450 Y792

Detach and return bottom portion with your payment.

See reverse side for important information



New Balance	\$570.45	
Minimum Payment Duc	\$38.00	
Payment Due Date 12/28		
Include account number on check to Do not send cash. Please send your to the payment due date to ensure ti	payment 7 to 10 days prio	
AMOUNT \$ ENCLOSED		

BRUCE R SCHWARTZ 14451 77TH AVE FLUSHING NY 11367-3129 ովորդնեց||իիցՄերիկցիիրըՄեր||իկՄիցիի||իվ

HSBC Bank USA, N.A. PO BOX 4657 CAROL STREAM IL 60197-4657

Account Number:

վլլիակիրիկինիաինիաինիանակինիկինինինին

Page 2 of 2

Platinum MasterCard Account Statement Account Number From November 4, 2013 to December 3, 2013

Interest Charge Calculation(continued) Type of Balance
PURCHASES
BALANCE TRANSFERS
(v) = Variable Rate Annual Percentage Rate (APR)
12.99% (v)
12.99% (v) Interest Charge Balance Subject to Interest Rate \$643.55 \$0.00 \$6.87 \$0.00

> HSBC Rewards Summary Current Balance 2,771

Case 1:14-cy-09525-KPF Document 2 Filed 12/01/14 Page 18 of 24

	2
If you believe any portion of this billing statement is in error, please complete, sign and return this form to the written inquiries address shown on the front of this billing statement. If your card has been lest/stolen or you have not received it, do not use this form; instead, call Customer Service immediately. Please print in blue or black ink. Do not mail this form in with your payment. NAME (PLEASE PRINT) SIGNATURE DATE ACCOUNT # REFERENCE NUMBER	How damaged or defective? 4. Merchandise received was 'not as described' by the merchant. I have attempted to return the goods and resolve my dispute with the merchant. The merchant'sresponse was i actually received is actually received on (if available, please provide proof of trotum.)
MERICHANT AMOUNT OF DISPUTE \$ I have examined the charges made to my account and am disputing an item for the following reason: 1. I have not received any service(s) from the above-referenced merchant. Please provide any invoice(s) or contract(s) that indicate(s) what you were to receive. 2.I have cancelled the above transaction with the merchant on (mm/dd/y). I continue to be billed. 3. Merchandise shipped to me arrived damaged and/or defective on Please specify date (mm/dd/yy). I attempted to return the goods and resolve my dispute with the merchant. The merchant's response was	6. Neither I nor any person authorized to use my card made the charge listed above. In addition, neither I nor anyone else authorized by me received the goods or services represented by this transaction. 7. I have been billed twice for the same transaction. The first charge is reflected on my statement and the second charge is reflected on my statement. If the transactions do not have the same transaction date and dollar amount, please select option 6 above. 8. Other – attach a letter describing your dispute. Please include the following: A. Your name and account number B. Dollar amount of your dispute C. Detalls of your dispute with to record the information on the attached billing statement for your records.
What To Do If You Think You Find a Mistake on Your Statement: If you think there is an error on your statement, write to us on a separate sheet of paper or use the attached Notification of Disputed Item form, at the billing inquiries address on the front of this billing statement. In your letter, give us the following information: Account information: Your name and account number. Dollar amount: The dollar amount of the suspected error. Dollar amount: The dollar amount of the suspected error. Doscription of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement, You must notify us of any potential errors in writing. You may call us, but If you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate any potential errors and you may have to pay the amount in question. While we investigate any potential errors and you may have to pay the amount in question. While we investigate any potential errors in required to investigate any potential errors in required to investigate any potential errors or and you may have to pay the amount in question. While we investigate any potential errors in requestion, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge your	If a transaction for a returned payment or a dispute resolved in our favor posts after the baginning of the billing cycle, we will make this adjustment: - the applicable Daily Balance(s) and any related Interest Charge calculations will be adjusted to include the transaction amount as of the date of the original payment or transaction. To calculate your Average Daily Balance, we add the Daily Balances for each day of the billing cycle, then divide this total by the number of days in the billing cycle. Annual Percentage Rate: If your Account has any variable rates, your Annual Percentage Rate(s)may vary. About the Penalty APR: If you do not make your Minimum Payment Due by the Payment Due Date, we may increase your APRs to the Penalty APR. If this occurs: - we will provide advance notice before the Penalty APR goes into effect. - once the Penalty APR goes into effect, if you make your Minimum Payment Due by the Payment Due Date for the next six consecutive billing cycles, your rates will return to the non-
 The charge in question may remain on your statement, and we may continue to charge your interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. While you do not have to pay the amount in question, you are responsible for the remainder of your balance. We can apply any unpaid amount against your credit limit. Your Rights If You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you 	Penalty APRs that apply to your Account. • if you do not make the next six consecutive minimum payments by the Payment Due Date, we may keep the Penalty APR on your Account indefinitely. Card Renewal Annual Fee: You may avoid paying the renewal Annual Fee (if applicable) on your Account, if you close your Account by writing to us at the "Billing Inquiries" address shown on the front of this billing statement. If your Annual Fee is charged periodically (i.e. monthly), you may avoid paying the most recent periodic fee by following the above instructions.

have tried in good failh to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase, To use this right, all of the following must be true:

The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we malled to you, or if we own the company that sold you the goods or services.)

You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3 You must not yet have fully paid for the purchase

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at the billing inquiries address on the front of this billing statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, If we think you owe an amount and you do not pay we may report you as delinquent.

Paying Interest: Your Account has a grace period on purchases, Periodic Interest Charges begin accruing on purchases, balance transfers, cash advances, and credit card checks on the date of the transaction and continue to accrue until your balance is paid in full. However, no Interest will be charged on new purchases for any billing cycle when:

- you paid your entire New Balance in the previous month on time; and
 you pay your entire current month's balance on time as well.

How Interest Charges Are Calculated: To determine your periodic Interest Charges on each billing statement, we:

- determine the Average Daily Balance for each type of transaction; (for example, purchases, balance transfers, and cash advances); then
- multiply this number by the applicable Daily Periodic Rate; then

multiply this number by the total number of days in the billing cycle.
 We use the applicable Daily Periodic Rate in effect on the billing statement closing date. You

we use the applicacle daily reholds that it enter on the limit statement dosing date. For can determine your Daily Periodic Rate by dividing the APR by 365.

How Daily Balance is Determined: We take the beginning balance for each type of transaction that day, then add the following: any new transactions; any previous day's periodic Interest Charges; any Finance Charges; any fees and charges. We then subtract any payments and/orcredits.

We also make any needed adjustments. For example:

- If a transaction posts after, but occurs before the start of a billing cycle, we may adjust the amount above to include this transaction. It will be included as of the first day of the billing cycle in which it posts.
- If your Account is subject to a grace period during the billing cycle, your payments will be subtracted from all Daily Balances in the current billing cycle.

when and how to Pay: "You agree to pay at least the Minimum Payment Due in time to be credited to your Account as of the Payment Due Date. You may pay more than the Minimum

Payment Due, or the entire New Balance at any time.
Payments should be malled with a single coupon to the payment address shown on the front of Payments should be malled with a single coupon to the payment address shown on the front of your billing statement. Payments must be made by a single check or money order payable in U.S. dollars and drawn on a U.S. financial institution. Payments may also be made using our optional payment by phone or online services using the phone number or Web address listed on the front of this billing statement. Payments received on any day at the payment address shown on the front by 5:00 p.m. Central Time will be credited to your Account as of the date of receipt. Payments submitted by phone or online by 7:00 p.m. Central Time will be credited to your Account as of the date of receipt. Payments received after the times indicated will be credited the next day. Payments made in person at any HSBC branch by close of business will be credited no later than the date of receipt. Crediting payments to your Account may be delayed up to five days if the payment is not made as described above, or, is not mailed to and received at the address provided for remittance; is not accompanied by the payment coupon; is received in an envelope of includes multiple payment coupons or checks.

clipped; or includes multiple payment coupons or checks.

By sending us a check for payment on your Account, you authorize us to make a onetime electronic funds transfer (EFT) from your bank account or to process the payment as a check transaction. When we use information from your check to make an EFT, funds maybe withdrawn from your account as soon as the same day we receive your payment, and your checkwill be destroyed.

Payment by Phone: When you use our optional payment by phone service, you authorize us to initiate an electronic funds transfer from your designated bank account. You must authorize the amount and timing of each payment. Please retain this authorization for your records.

Credit Balance: Requests for credit balance refunds should be mailed to the inquiry address shown on the front of your billing statement. Hearing impaired: If you are hearing impaired, call Telecommunications Devices for the Deaf(TDD/TTY) at the phone number listed on the front of this billing statement.

Negative Credit Bureau Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected but sate Later payments, imase application, or under details and or provided function in your credit in your credit in port. If you believe we have reported inaccurate information about your Account to any consumer reporting agency, you should notify us and ask us to correct the inaccurate information by writing to us at the billing inquiries address listed on the front of this

Debt Collection: We are required by law, if applicable, to notify you that we are attempting to collect a debt, and any information obtained will be used for that purpose

O1AH5187 - 3 - 09/23/2013

To ensure accuracy, please print neatly using upper-case letters and numbers only!

CHANGE OF ADDRESS Street Number	Street	Name or t	he word	ls *PO B	ox"				Unit	or PO Box	Number	
					Ш	Ш				Ш	$\perp \! \! \! \! \! \! \! \perp \! \! \! \! \! \! \! \! \! \! \!$	
Gity				ТТ				Sta	le	Zip	П	
Email Address (Primary)												
Home Phone (Primary)]-[,	Work Pho	one (Primary]-□		
Home Phone(Secondary)]-[Work Pho	one (Second	ary)]-[]	Ш	

Exhibit B

Page 1 of 2

Platinum MasterCard Account Statement Account Number From October 4, 2013 to November 3, 2013

Summary of Account Activity		ARCHARD STOWN
Previous Balance		\$333.83
Payments	*	\$1,000.00
Other Credits	98	\$0,00
Purchases/Debits	+	\$1,304.75
Checks	+	\$0,00
Balance Transfers	+	\$0,00
Cash Advances	+	\$0.00
Past Due Amount		\$0.00
Fees Charged	+	\$0.00
Interest Charged	+	\$0.00
New Balance		\$638,58
Credit Limit		\$15,000,00
Credit Available		\$14,361.00
Statement Closing Date		November 3, 2013
Days in Billing Cycle		31

New Balance		\$638,58
Minimum Payment Due		\$25,00
Payment Due Date		November 28, 2013
Late Payment Warning: If we	e do not receive your min pay a late fee of up to \$35	
Minimum Payment Warning		
	:If you make only the mi	nimum payment each
Minimum Payment Warning period, you will pay more in in	:If you make only the mi	nimum payment each

Questions?

Customer Service / Lost or Stolen Card 1-888-385-8916
Outside USA Collect 1-716-841-7212
TDD/Hearing Impaired 1-800-898-5999

Payment Address: HSBC Bank USA, N.A., PO Box 4657, Carol Stream, IL 60197

Billing Inquirles: HSBC Bank USA, N.A., PO Box 9, Buffalo, NY 14240

Manage your account online at www.us.hsbc.com

Important Information

New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods.

New York State Department of Financial Services 1-877-226-5697 OR http://www.dfs.ny.gov

As a reminder, you may pay your credit card bill online or through our automated phone system for no fee

Transaction	18	Payments/Return	ns/Credits	
Trans Date	Post Date	Description	Reference Number	Amount
10/28/13	10/28/13	PAYMENT - THANK YOU	85215319EEHM72NRQ	-\$1,000.00
		TOTAL PAYMENTS FOR THIS PERIOD		-\$1,000.00
	7,49,53	Purchases/Cash A	dvances/Debits	THE WHITE BY
Trans Date	Post Date	Description	Reference Number	Amount
10/11/13	10/11/13	CON ED / NCO HORSHAM PA	55207398YJ0A38E86	\$1,304.75
		TOTAL PURCHASES FOR THIS PERIOD		\$1,304.75
		Fees		
Trans Date	Post Date	Description	Reference Number	Amount
		TOTAL FEES FOR THIS PERIOD		\$0.00
III DO	2 (1,1)	Interest Ch	narged	
Trans Date	Post Date	Description	Reference Number	Amount
11/03/13	11/03/13	Interest Charge on Cash Advances		\$0.00
		TOTAL INTEREST FOR THIS PERIOD		\$0.00
		2013 Totals Yes	r to Date	
		Total Fees Charged in 2013	\$0.00	
		Total Interest Charged in 2013	\$15.35	

5187 JOH II 35 2 131103 0 PAGE L of 2 110 1030 2450 Y792

Detach and return bottom portion with your payment.

See reverse side for important information

HSBC (X)

New Balance \$638.58
Minimum Payment Due \$25.00
Payment Due Date \$11/28/2013
Include account number on check to IISBC Bank USA, N.A.
Do not send cash. Please send your payment 7 to 10 days prior to the payment due date to ensure timely delivery

AMOUNT \$ A

HSBC Bank USA, N.A. PO BOX 4657 CAROL STREAM IL 60197-4657

Account Number:

արդիլիիիիունցինունիույթիցիունութիցիլիոն

Page 2 of 2

Platinum MasterCard Account Statement Account Number From October 4, 2013 to November 3, 2013

Interest Charge Calculation								
Your Annual Percentage Rate (APR) is the annual interest rate on your account.								
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge					
CASH ADVANCES	21.99% (v)	\$0.00	\$0.00					
PURCHASES	12.99% (v)	\$0.00	\$0.00					
BALANCE TRANSFERS	12.99% (v)	\$0.00	\$0.00					
(v) = Variable Rate								

	HSBC Rewards Summary	
Current Balance		2,771

Case 1:14-cv-09525-KPF Document 2 Filed 12/01/14 Page 22 of 24

If you believe any portion of this billing statement is in error, please complete, sign and return this form to the written inquiries address shown on the front of this billing statement. If your card has been lost/stolen or you have not received it, do not use this form; instead, call Customer Service immediately. Please print in blue or black ink. Do not mall this form in with your payment. NAME (PLEASE PRINT) SIGNATURE DATE ACCOUNT # REFERENCE NUMBER MERCHANT I have not received any service(s) from the above-referenced merchant. Please provide any involce(s) or contract(s) that indicate(s) what you were to receive. 2.1 have cancelled the above transaction with the merchant on (mm/dd/yy). I continue to be specify date (mm/dd/yy). 3. Merchandise shipped to me arrived damaged and/or defective on Please specify date (mm/dd/yy). I attempted to return the goods and resolve my dispute with the merchant. The merchant's response was	How damaged or defective? 4. Merchandise received was 'not as described' by the merchant. I have attempte to return the goods and resolve my dispute with the merchant. The merchant's response was least of the wast old I would receive a ctually receive a ctually receive for a ctually receive in addition, neither I nor any person authorized to use my card made the charge listed above in addition, neither I nor anyone else authorized by me received the goods of services represented by this transaction. 7. I have been billed twice for the same transaction. The first charge is reflected on my statement and the second charge is reflected on my statement. If the transactions do not have the same transaction date and dollar amount, please select option 6 above. 8. Other - attach a letter describing your dispute. Please include the following: A. Your name and account number B. Dollar amount of your dispute C. Details of your dispute
Note: You may write us or use this form or a copy. If you use this form, you may	wish to record the information on the attached biffing statement for your records.
What To Do if You Think You Find a Mistake on Your Statement: If you think there is an error on your statement, write to us on a separate sheet of paper or use the attached Notification of Disputed Item form, at the billing inquiries address on the front of this billing statement. In your letter, give us the following information: • Account information: Your name and account number. • Dollar amount: The dollar amount of the suspected error. • Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question, While we investigate whether or not there has been an error, the following are true: • We cannot try to collect the amount in question, or report you as delinquent on that amount. • The charge in question may remain on your statement, and we may continue to charge your interest on that amount. But, if we determine that we made a mistake, you will not have to put the empoult in question or a required to proper the amount.	If a transaction for a returned payment or a dispute resolved in our favor posts after the beginning of the billing cycle, we will make this adjustment: the applicable Daily Balance(s) and any related interest Charge calculations will be adjusted to include the transaction amount as of the date of the original payment or transaction. To calculate your Average Daily Balance, we add the Daily Balances for each day of the billing cycle, then divide this total by the number of days in the billing cycle. Annual Percentage Rate: If your Account has any variable rates, your Annual Percentage Rate(s)may vary. About the Penalty APR: If you do not make your Minimum Payment Due by the Payment Due Date, we may increase your APRs to the Penalty APR. If this occurs: we will provide advance notice before the Penalty APR goes into effect. once the Penalty APR goes into effect, if you make your Minimum Payment Due by the Payment Due Date for the next six consecutive billing cycles, your rates will return to the non Penalty APRs that apply to your Account.

- White you do not have to pay the amount in question, you are responsible for the remainder
- . We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to

- pay the remaining amount due on the purchase.

 To use this right, all of the following must be true:

 1. The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in

writing at the billing inquiries address on the front of this billing statement.
While we investigate, the same rules apply to the disputed amount as discussed above. After we (inish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Paying Interest: Your Account has a grace period on purchases. Periodic Interest Charges begin accruing on purchases, balance transfers, cash advances, and credit card checks on the date of the transaction and confinue to accrue until your balance is paid in full, However, no interest will be charged on new purchases for any billing cycle when:

you paid your entire New Balance in the previous month on time; and

- you pay your entire current month's balance on time as well.

How Interest Charges Are Calculated: To determine your periodic Interest Charges on each billing statement, we:

- determine the Average Daily Balance for each type of transaction; (for example, purchases, balance transfers, and cash advances); then
- multiply this number by the applicable Daily Periodic Rate; then
 multiply this number by the total number of days in the billing cycle.

We use the applicable Daily Periodic Rate in effect on the billing statement closing date. You can determine your Daily Periodic Rate by dividing the APR by 365.

How Daily Balance is Determined: We take the beginning balance for each type of transaction that day; then add the following: any new transactions; any previous day's periodic Interest Charges; any Finance Charges; any fees and charges, We then subtract any payments and/orcredits.

We also make any needed adjustments. For example:

- . If a transaction posts after, but occurs before the start of a billing cycle, we may adjust the amount above to include this transaction. It will be included as of the first day of the billing cycle in which it posts
- If your Account is subject to a grace period during the billing cycle, your payments will be subtracted from all Dally Balances in the current billing cycle.

may keep the Penalty APR on your Account indefinitely.

Card Ronewal Annual Fee: You may avoid paying the renewal Annual Fee (if applicable) on your Account, if you close your Account by writing to us at the "Billing Inquiries" address shown on the front of this billing statement. If you Annual Fee is charged periodically (i.e. monthly), you may avoid paying the most recent periodic fee by following the above instructions.

When and How to Pay: You agree to pay at least the Minimum Payment Due in time to be credited to your Account as of the Payment Due Date. You may pay more than the Minimum Payment Due, or the entire New Balance at any time.

Payment Due, or the entire New Balance at any time.

Payment should be malled with a single coupon to the payment address shown on the front of your billing statement. Payments must be made by a single check or money order payable in U.S. dollars and drawn on a U.S. financial institution. Payments may also be made using our optional payment by phone or online services using the phone number or Web address isled on the front of this billing statement. Payments received on any day at the payment address shown on the front by 5:00 p.m. Central Time will be credited to your Account as of the date of receipt. Payments will be credited to your Account as of the date of receipt. Payments will be credited to your Account as of the date of receipt. Payments received after the times indicated will be credited to your Account as of the date of receipt. Payments received after the times indicated will be credited. the next day. Payments made in person at any HSBC branch by close of business will be credited no later than the date of receipt. Crediting payments to your Account may be delayed up to five days if the payment is not made as described above, or, is not mailed to and received at the address provided for remittance; is not accompanied by the payment coupon; is received in an envelope other than the envelope provided for remittance; is stapled, folded, or paper clipped; or includes multiple payment coupons or checks.

By sending us a check for payment on your Account, you authorize us to make a onetime electronic funds transfer (EFT) from your bank account or to process the payment as a check transaction. When we use information from your check to make an EFT, funds maybe withdrawn from your account as soon as the same day we receive your payment, and your check will be destroyed.

Payment by Phone: When you use our optional payment by phone service, you authorize us to initiate an electronic funds transfer from your designated bank account. You must authorize the amount and timing of each payment, Please retain this authorization for your records.

Credit Balance: Requests for credit balance refunds should be mailed to the inquiry address shown on the front of your billing statement. Hearing Impaired: If you are hearing impaired, call Telecommunications Devices for the Deal(TDD/TTY) at the phone number listed on the front of

Negative Credit Bureau Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you believe we have reported inaccurate information about your Account to any consumer reporting agency, you should notify us and ask us to correct the inaccurate information by writing to us at the billing inquiries address listed on the front of this billing statement.

Debt Collection: We are required by law, if applicable, to notify you that we are attempting to collect a debt, and any information obtained will be used for that purpose.

O1AH5187 - 3 - 09/23/2013

To ensure accuracy, please print neatly using upper-case letters and numbers only!

CHANGE OF ADDRESS				
Street Number	Street Name or the words "I	PO Box*	U U	Init or PO Box Number
City			State	Zip
Email Address (Primary)				
Home Phone (Primary)		Wo	ork Phone (Primary)	
]	L		
Home Phone(Secondary)		Wo	ork Phone (Secondary)	

Exhibit C

USPS Mobile Register / Sign in English Customer Service **DUSPS.COM** Search USPS.com or Track Packages Quick Tools Track 5Np a Package Manage Your Mail Send Mail Shop Business Solutions Find Find USPS Locations Customer Service > Tracking™ Have questions? We're here to help. Hold Mail Change of Address Tracking Number: 9505500008753329000137 Scheduled Delivery Day: November 27, 2013 **Available Options Product & Tracking Information** Postal Product: Email Updates Features: USPS Tracking[™] Priority Mail 2-Day™ \$50 insurance Included STATUS OF ITEM LOCATION DATE & TIME November 29, 2013, 8:40 Delivered CAROL STREAM, IL 60197 November 29, 2013, 8:39 CAROL STREAM, IL 60199 Arrival at Post Office Depart USPS Sort Facility November 28, 2013 CAROL STREAM, IL 60199 November 27, 2013, 6:03 Processed through CAROL STREAM, IL 60199 USPS Sort Facility Depart USPS Sort NEW YORK, NY 10199 November 25, 2013 November 25, 2013, 5:10 Processed at USPS NEW YORK, NY 10199 Origin Sort Facility November 25, 2013, 11:27 Acceptance (SSK) FLUSHING, NY 11355 Track Another Package What's your tracking (or receipt) number? Trock R

LEGAL

Privacy Policy >
Terms of Use >
FOIA >
No FEAR Act EEO Data >

ON USPS.COM

Government Services >
Buy Stamps & Shop >
Print a Label with Postage >
Customer Service >
Delivering Solutions to the Last Mile >
Site Index >

ON ABOUT.USPS.COM

About USPS Home >
Newsroom >
USPS Service Alerts >
Forms & Publications >
Careers >

OTHER USPS SITES

Business Customer Gateway > Postal Inspectors > Inspector General > Postal Explorer >

MUSPS.COM

Copyright© 2013 USPS. All Rights Reserved.